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ical, essay. Thus the famous Revised Statutes of 1829 are well sketched in outline, but there is no comment upon them, except, indeed, in the preface, which has what some readers will think a much too enthusiastic word in their praise.

A. K. G.

THE LAW APPLICABLE TO STRIKES. By Jacob M. Moses, of the Baltimore Bar. Baltimore: King Brothers. 1895. 8vo. pp. 62.

This little work of sixty pages embodies a well-written essay, which the authorities of the University of Maryland deemed worthy of ranking as one of their prize theses. The author, of course, does not pretend to speak the final word on a subject which is still in an embryonic state. He is content with collecting and discussing the many cases that have been decided on the question in recent years, and deducing from them what leading principles he can. The main part of the work falls under the heads of Conspiracy and the Injunction as a Remedy. Speaking of the latter, the author remarks that, as the effect of the recent great strikes, no other subject has been so much discussed in legal circles during the past year, or has called forth so many divergent views. After a considerable discussion, he concludes that, in applying this remedy, our courts have thus far kept well within their proper sphere of jurisdiction.

Perhaps the most interesting portions of the monograph are those which treat of the use of the mandamus in the recent Brooklyn strike, and the action of the Federal Court in the far-famed case of *United States v. Debs*. Mr. Moses has done his work well, and has produced a really valuable summary of a very live topic of the law.

R. G. D.

HANDBOOK OF THE LAW OF SALES. By Francis B. Tiffany. St. Paul: West Publishing Co. 1895. 8vo. pp. viii, 347.

The purpose of the book, to quote the Preface, "is to present concisely the general principles of the law of the sale of personal property." In this the author has succeeded, and his book may be classed among the best of the Hornbook series. His style is well condensed, clear, and readable; his statements, with few noted exceptions, accurate; and a sense of nice discrimination, commendable in a work of so small a compass, pervades the book. An excellent example of this last quality is his treatment of acceptance and receipt under the Statute of Frauds.

The author keeps to the spirit of the Hornbook series, and is content with an intelligent classification of authorities, making little attempt to discuss principles. It is for this reason probably that he lays down without comment the generally accepted rule that no memorandum of a contract exists in the absence of a broker's entry, if the bought and sold notes do not agree. The same reason, it is likely, has led him to the hard and fast rule that the retention of a *jus disponendi* by a shipper who loads goods in pursuance of a contract calling for unspecified goods, prevents title passing to buyer at shipment. The material point in most of the cases cited to support this statement concerns the passing, not of property, but of the right of possession: so that the rule laid down is based mainly on *dicta*. There is no reason in principle, if the indorsee of the bill of lading be protected by the shipper's retention of a vendor's lien, that title should not pass at shipment if such be the intention of the parties. Mr. Tiffany's rule seems to go farther, therefore, than principle or the cases demand. The absence of reference to the case of *Moors v. Wyman*, 146 Mass. 60, is noticeable in this connection.

E. R. C.